

**AGREEMENT  
BETWEEN  
THE SHERIFF OF  
FREDERICK COUNTY  
AND THE FRATERNAL  
ORDER OF POLICE 102A**

**EFFECTIVE:  
July 1, 2019 – June 30, 2022**

## **PREAMBLE**

This AGREEMENT, made this \_\_\_\_ day of \_\_\_\_, 2019 between the Sheriff of Frederick County, Maryland, hereinafter referred to as the "Sheriff" and the Fraternal Order of Police Lodge 102A, hereinafter referred to, as the "FOP 102A" shall be effective as of July 1, 2019.

WHEREAS, the Sheriff and the FOP 102A, in consideration of the mutual covenants and promises herein contained, do hereby agree that the terms of the Agreement are as follows:

## **RECOGNITION AND UNIT DESCRIPTION**

- (a) The Sheriff recognizes the FOP 102A as the exclusive representative of the members of the bargaining unit, for the purpose of negotiating collectively with the Sheriff pursuant to the Annotated Code of Maryland, Courts and Judicial Proceedings Article, § 2-309(l)(6), with respect to wages and benefits.
- (b) The bargaining unit shall consist of all full-time correctional officers (hereinafter "Employees" or "Employee") at the rank of Sergeant and below.
- (c) The Annotated Code of Maryland, Courts and Judicial Proceedings Article, § 2-309(l)(6) provides that any additional funding required as a result of a negotiated collective bargaining agreement is subject to approval by the County Governing Body. The law does not allow Frederick County correctional officers to engage in a strike. The law took effect July 1, 2006.

## **VOLUNTARY DEDUCTION OF UNION FEES**

No employee shall be required to join or not join the FOP 102A. Employees in the bargaining unit may submit signed authorization for the Frederick County Government to deduct union fees from their biweekly pay.

## **COMPENSATION**

### **1.1 Field Training Pay Differential**

Correctional officers at or below the rank of sergeant who are certified field training officers, shall receive a field training pay differential of \$1.25 for each hour of training while assigned as a F.T.O.

### **1.2 Uniform Cleaning Allowance**

Correctional officers shall be compensated \$450.00 paid in two installments of \$225.00 each year for the purpose of maintaining issued departmental uniforms. However, if the amount increases in any other department within the Sheriff's Office the above stated amount will also increase to reflect that of the higher amount.

### 1.3 Pay Increase

All pay scale adjustments and increases as outlined below will be funded in the County Executive's proposed budget for each fiscal year but are subject to approval of the budget by the County Council.

Effective July 1, 2019, the existing pay scale (FY19) will be adjusted by a 2% market adjustment. In addition, effective July 1, 2019, two additional steps will be added to the existing pay scale to expand it to a 15 step pay scale with step increases added for anniversary years 20 and 22. The attached pay scale, titled FY20 Frederick County Sheriff's Office (FCSO) Uniformed Corrections Step and Grade Pay Scale effective July 1, 2019 reflects the pay scale with a 2% increase and the expansion of the pay scale to 15 steps, thus creating steps 14 and 15. Even if a cost of living adjustment is approved for other County staff, only the 2% market adjustment will be applied to the existing pay scale.

Effective July 1, 2019, employees will be caught up on step increases by being placed in the appropriate step on the FY20 FCSO Uniformed Corrections Step and Grade Pay Scale in accordance with their FCSO service anniversary date as of July 1, 2019.

During the fiscal year 2020, employees will be eligible for step increases, on their FCSO service anniversary date, if applicable, and will be paid pursuant to the FY20 FCSO Uniformed Corrections Step and Grade Pay Scale.

Effective July 1, 2020, the FY20 FCSO Uniformed Corrections Step and Grade Pay Scale will be adjusted by a 2% market adjustment. The attached pay scale, titled FY21 FCSO Uniformed Corrections Step and Grade Pay Scale effective July 1, 2020 reflects the pay scale with a 2% increase. Even if a cost of living adjustment is approved for other County staff, only the 2% market adjustment will be applied to FY20 FCSO Uniformed Corrections Step and Grade Pay Scale.

During the fiscal year 2021, employees will be eligible for step increases on their FCSO service anniversary date, if applicable, and will be paid pursuant to the attached FY21 FCSO Uniformed Corrections Step and Grade Pay Scale.

Effective July 1, 2021, the FY21 FCSO Uniformed Corrections Step and Grade Pay Scale will be adjusted by a 3% market adjustment. The attached pay scale, titled FY22 FCSO Uniformed Corrections Step and Grade Pay Scale effective July 1, 2021 reflects the pay scale with a 3% increase. Even if a cost of living adjustment is approved for other County staff, only the 3% market adjustment will be applied to FY21 FCSO Uniformed Corrections Step and Grade Pay Scale.

During the fiscal year 2022, employees will be eligible for step increases on their FCSO service anniversary date, if applicable, and will be paid pursuant to the attached FY22 FCSO Uniformed Corrections Step and Grade Pay Scale.



In the event that Frederick County decides, during the life of this agreement to impose furloughs for Frederick County employees, then furloughs may be effected in accordance with the decisions of Frederick County.

Frederick County plans to conduct a comparative market survey of wages in comparable positions and jurisdictions every three years prior to negotiation of the Agreement. This will be conducted for the purpose of competitive analysis and does not, in any way, guarantee an adjustment to the pay scale.

#### **1.4 Range Time on Day Off**

Correctional officers who are assigned to perform duties at the firearms training range on a regularly scheduled day off shall be compensated for a minimum of two (2) hours.

#### **1.5 Forty-five Minute Break**

Correctional officers at or below the rank of sergeant assigned to a twelve (12) hour shift shall receive a minimum of one (1) forty-five minute break and one (1) ten minute break. The parties agree that Maryland law does not require breaks in excess of 20 minutes to be paid, however, employees will continue to be paid for 10.8 minutes of the forty-five minute break period. This is intended in part to offset the 10 minute briefing that employees attend immediately prior to the beginning of each shift.

#### **1.6 Union Leave**

The Sheriff shall annually grant the FOP Eighty (80) hours of paid leave ("FOP Leave") to conduct Lodge business. Usage of union leave by an employee must be approved in writing by the FOP President or his designee and approved by the Division Commander of the employee requesting union leave. "Lodge business" as used in this section means legitimate business activities directly involved in representing bargaining unit members, such as: attending conferences and training, participating in collective bargaining, and meeting with represented employees to discuss collective bargaining matters. It does not include any events or activities that are primarily social, athletic or recreational in nature, or activities that involve the repair, upkeep, maintenance or construction of the Lodge's premises, grounds or buildings.

#### **1.7 Shift Differential Pay**

Correctional officers at or below the rank of sergeant shall receive a shift differential at the same rate paid to Patrol Division employees within the department, for all hours worked, excluding overtime hours, between 8 pm and 8 am. That is currently five percent (5%) of the Deputy Sheriff's base salary hourly rate (Step 1). The amount will automatically increase at such time as the Deputy Sheriff base salary (Step 1) on the pay scale increases. The Sheriff has the authority to grant shift differential pay outside of these times or these positions, at his discretion and in accordance with County policy.

## **1.8 Call-in Pay**

(a) When an employee is called in to work outside their regular shift, the employee will be compensated at the rate of time and one-half for the time actually worked. However, if the time worked is less than two hours, the employee will receive compensation for two hours at the rate of time and one-half.

(b) When an immediate response to a location/call is required, the employee's pay begins upon notification of the immediate call-in. In the case of a delayed response, or advance notice of the call-in, the employee's pay shall start 30 minutes prior to the designated arrival time. However, this call-in pay provision does not apply to employees who are held over beyond the end of their shift.

## **SAVINGS CLAUSE**

Any Article or Section of this Agreement found to be in conflict with any law, ordinance, statute, or government regulation or declared invalid by decree of a court of competent jurisdiction will be void ab initio and the parties will enter into negotiations for a substitute provision. All other Articles and Sections of this Agreement will remain in full force and effect for the duration of the Agreement.

## **CONTINUATION OF HEALTH COVERAGE CONTRIBUTION RATIOS**

Frederick County Government offers group medical insurance coverage to its eligible employees and their eligible dependents. The County calculates a dollar amount equal to 85% of the premium cost of each coverage level in the in-network-only health plan, and contributes at least this dollar amount toward full-time, regular employee coverage in all plans, subject to a minimum employee deduction for each coverage level.

The basis for calculating costs was approved by the County, and any future change to the funding formula is subject to the County's approval. Coverage costs are re-evaluated each calendar year.

## **LINE OF DUTY DISABILITY HEALTH CARE COVERAGE**

Line of duty disability health care coverage will be available even if employee does not have ten years of service provided the employee retires under a line of duty disability on or after July 1, 2019, has existing health care coverage through the County at the time of retirement and maintains that coverage for at least one month as a retiree. The cost sharing of the respective health insurance premium will be 50% from the County and 50% from the employee.

**DURATION AND FINALITY OF AGREEMENT**

(a) This agreement shall become effective as of July 1, 2019 and remain in full force and effective until June 30, 2022.

(b) It is understood that this Agreement can only be added to, amended, or modified by a document, in writing, signed by both parties through their duly authorized representatives, after negotiations mutually agreed to by the Sheriff and the FOP 102A.

(c) The parties shall reopen negotiations for a successor agreement not later than January 15, 2022.

(d) In the event that the parties do not agree on a successor agreement by June 30, 2022, then this agreement shall expire; it will not bind the parties in any manner and it shall have no legal force or effect. If that happens, the Sheriff will not be obligated in any manner to maintain the "status quo" created under this agreement or comply with any provision in it.

IN WITNESS WHEREOF, the parties have executed this Agreement, this 6TH day of May, 2019.

**FOR THE FREDERICK COUNTY SHERIFF'S OFFICE:**

  
SHERIFF CHARLES A. JENKINS

**FOR THE FOP 102A:**

  
PRESIDENT

Attachments:

FY20 FCSO Uniformed Corrections Step and Grade Pay Scale

FY21 FCSO Uniformed Corrections Step and Grade Pay Scale

FY22 FCSO Uniformed Corrections Step and Grade Pay Scale



FY20 Frederick County Sheriff's Office Uniformed Corrections Step and Grade Pay Scale

Effective July 1, 2019

Months of Svc	Step 1 Year 1			Step 2 Year 2			Step 3 Year 3			Step 4 Year 4			Step 5 Year 5			Step 6 Year 6			Step 7 Year 7					
	0 - 12			13 - 24			25 - 36			37 - 48			49 - 60			61 - 72			73 - 84					
Grade	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly			
CO	42,357	1629.13	20.3641	44,263	1702.44	21.2805	46,169	1775.75	22.1969	48,075	1849.06	23.1133	49,982	1922.37	24.0297	51,888	1995.68	24,9460	53,794	2068.99	25.8624			
CFC	46,592	1792.01	22.4001	48,689	1872.65	23.4081	50,786	1953.29	24.4161	52,882	2033.93	25.4241	54,979	2114.57	26.4321	57,075	2195.21	27.4401	59,172	2275.65	28.4482			
Corporal	51,253	1971.27	24.6409	53,559	2059.98	25.7498	55,866	2148.68	26.8586	58,172	2237.39	27.9675	60,479	2326.10	29.0763	62,785	2414.81	30.1851	65,091	2503.51	31.2940			
Sergeant	56,378	2168.37	27.1047	58,515	2265.95	28.3244	61,452	2363.62	29.5441	63,989	2461.10	30.7638	66,526	2558.68	31.9835	69,063	2656.25	33.2032	71,600	2753.83	34.4229			
Lieutenant	62,016	2385.21	29.8152	64,806	2492.55	31.1569	67,597	2599.88	32.4986	70,388	2707.22	33.8402	73,178	2814.55	35.1819	75,969	2921.88	36.5236	78,760	3029.22	37.8653			
Captain	68,217	2623.75	32.7969	71,287	2741.82	34.2727	74,357	2859.88	35.7486	77,427	2977.95	37.2245	80,497	3096.02	38.7003	83,566	3214.09	40.1762	86,636	3332.16	41.6520			
Major	75,039	2886.11	36.0764	78,416	3015.98	37.6998	81,792	3145.86	39.3233	85,169	3275.73	40.9467	88,546	3405.61	42.5701	91,923	3535.48	44.1936	95,299	3665.36	45.8170			
Lt Colonel	82,542	3174.70	39.6838	86,257	3317.56	41.4696	89,971	3460.42	43.2553	93,685	3603.29	45.0411	97,400	3746.15	46.8269	101,114	3889.01	48.6127	104,829	4031.87	50.3984			
Months of Svc	Step 8 Years 8 & 9			Step 9 Years 10 & 11			Step 10 Years 12 & 13			Step 11 Years 14 & 15			Step 12 Years 16 & 17			Step 13 Years 18 & 19			Step 14 Years 20 & 21			Step 15 Years 22+		
	85 - 108			109 - 132			133 - 156			157 - 180			181 - 204			205-228			229 - 252			253 +		
Grade	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly
CO	55,700	2142.30	26.7788	57,606	2216.61	27.6952	59,512	2288.92	28.6116	61,418	2362.23	29.5280	63,324	2435.54	30.4443	65,230	2508.85	31.3607	67,136	2582.16	32.2771	69,042	2655.47	33.1935
CFC	61,269	2356.49	29.4562	63,365	2437.13	30.4642	65,462	2517.77	31.4722	67,559	2598.41	32.4802	69,655	2679.05	33.4882	71,752	2759.69	34.4962	73,849	2840.33	35.5042	75,945	2920.87	36.5122
Corporal	67,398	2592.22	32.4028	69,704	2680.93	33.5116	72,011	2769.64	34.6205	74,317	2858.34	35.7293	76,623	2947.05	36.8382	78,930	3035.76	37.9470	81,236	3124.46	39.0583	83,542	3213.17	40.1647
Sergeant	74,137	2851.41	35.6426	76,674	2948.98	36.8623	79,211	3046.56	38.0821	81,748	3144.14	39.3018	84,285	3241.71	40.5215	86,822	3339.29	41.7412	89,359	3436.87	42.9609	91,896	3534.44	44.1806
Lieutenant	81,550	3136.55	39.2070	84,341	3243.89	40.5487	87,132	3351.22	41.8903	89,922	3458.56	43.2320	92,713	3565.89	44.5737	95,504	3673.23	45.9154	98,295	3760.56	47.2571	101,085	3867.90	48.5987
Captain	89,706	3450.23	43.1279	92,776	3568.30	44.6037	95,845	3686.36	46.0796	98,915	3804.43	47.5555	101,985	3922.50	49.0313	105,055	4040.57	50.5072	108,125	4158.64	51.9830	111,194	4276.71	53.4589
Major	98,676	3795.23	47.4404	102,053	3925.11	49.0639	105,430	4054.98	50.6873	108,806	4184.86	52.3108	112,183	4314.73	53.9342	115,560	4444.61	55.5576	118,937	4574.48	57.1811	122,313	4704.36	58.8045
Lt Colonel	108,543	4174.73	52.1842	112,257	4317.59	53.9700	115,972	4460.45	55.7557	119,686	4603.32	57.5415	123,401	4746.18	59.3273	127,115	4889.04	61.1130	130,829	5031.90	62.8988	134,544	5174.76	64.6846
																							Step	Increment (4.5% of Step 1)
																							2.791	3.714
																							3.070	2.7%
																							3.377	3.714
																							3.714	2.7%

Step Increment (4.5% of Step 1)

*[Handwritten signature]*

Effective July 1, 2020

Months of Sync	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step
	Years 8 & 9	Years 10 & 11	Years 12 & 13	Years 14 & 15	Years 16 & 17	Years 18 & 19	Years 20 & 21	Years 22+	Increment (4.5% of Step 1)
85 - 108		109 - 132	133 - 156	157 - 180	181 - 204	205-228	229 - 252	253 +	

2% mkt adj.



Effective July 1, 2021

[illegible]

3% mkt adj.

